

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS

- - -

GEORGE MOORE, on :
behalf of himself :
and others similarly :
situated, :

vs. :

TORCHLIGHT : No.
TECHNOLOGY GROUP : 1:21-cv-02403
LLC, CALL CENTER :
LLC, CAROL STITZ :

----- : -----
TORCHLIGHT :
TECHNOLOGY GROUP :

vs. :

CALL CENTRIX LLC :

- - -

September 13, 2022

- - -

Oral deposition of Carol Stitz,
taken pursuant to notice, was held via
Zoom, commencing at approximately 9:00
a.m., on the above captioned date,
before Kathleen Ruccolo, Professional
Reporter and Notary Public in and for
the Commonwealth of Pennsylvania.

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2 I N D E X

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1 when you bought the leads, since this
2 case has commenced have you been able
3 to produce any evidence of prior
4 express written consent for the
5 consumer leads that Call Centrix sold
6 to Torchlight?

7 A. Yes.

8 Q. For which consumer leads?

9 A. I can --

10 Q. Can you identify a
11 specific document produced in this case
12 that provides valid prior express
13 written consent for telemarketing calls
14 to a member of the punitive class?

15 A. Let me just ask this
16 question: Do you mean the information
17 that was asked of me to give to
18 Torchlight in particular, or -- you
19 know, maybe I don't understand what you
20 are asking.

21 Lisa, can you help me out
22 here?

23 MS. MESSNER: I can't ask
24 the questions for Paul, but I

1 think, Carol, that Paul is
2 trying to identify whether we
3 have produced some type of
4 TrustedForm or Jornaya for
5 someone other than George Moore
6 in the case. And so he is not
7 asking you questions about
8 anything having to do with Frank
9 Aleto. He's asking you just
10 about Mr. Moore and about
11 potential class members in Mr.
12 Moore's case, so it is focused
13 on this case.

14 THE WITNESS: So, my
15 answer would be whatever I have
16 provided, you have. Whatever I
17 have, you have. So do I know of
18 anyone in particular,
19 specifically, the answer would
20 be no, I don't know of anyone.

21 BY MR. ROSENTHAL:

22 Q. Okay. Thank you. Did
23 Call Centrix have a written
24 telemarketing policy during the period

1 Q. I'll try again. Did Call
2 Centrix have a written recordkeeping
3 policy during the period November 2020
4 to November 2021?

5 A. No.

6 Q. Did Call Centrix have a
7 written contract with Wolf BPO during
8 the period November 2020 to November
9 2021?

10 A. No.

11 Q. And just to make sure that
12 we were not having the same confusion,
13 I wasn't asking whether Call Centrix
14 had telemarketing policies, but whether
15 there was an actual written
16 telemarketing policy. So does that
17 help at all with clarifying whether or
18 not Call Centrix had a written
19 telemarketing policy during the period
20 November 2020 to November 2021?

21 A. I honestly don't recall.

22 Q. How about in terms of a
23 written Do Not Call policy, did Call
24 Centrix have a written Do Not Call

1 policy during the period of November
2 2020 to November 2021?

3 A. Honestly, like I said, I
4 do not recall.

5 Q. Did Call Centrix purchase
6 insurance that names Torchlight as an
7 additional insured?

8 A. No, it did not.

9 Q. Does Call Centrix have
10 insurance coverage for the services it
11 provided to Torchlight?

12 A. No, it does not.

13 Q. Did Call Centrix place any
14 of the calls that resulted in warm
15 transfers to Torchlight?

16 A. Yes.

17 Q. So some of those were --
18 and just to be clear, did Call Centrix
19 itself place those calls, or did it
20 rely on sub-vendors to place the calls?

21 A. No, Call Centrix did.

22 Q. What percentage of the
23 calls were made by Call Centrix, versus
24 sub vendors?

1 Who made the other 10 percent?

2 A. I would say Wolf BPO was
3 the only other vendor that we used.
4 Would I be able to look? Can I look at
5 something? Would you mind, so that I
6 can tell you what the name of the
7 vendor is that I used?

8 Q. During a break we can.

9 A. Okay. Okay.

10 Q. You can work with Lisa and
11 try and get us that information, if
12 that makes sense.

13 A. Okay.

14 Q. We can agree that Call
15 Centrix has refused to indemnify
16 Torchlight for its losses, cost and
17 damages arising from the Moore case,
18 right?

19 A. Yes.

20 Q. Has Call Centrix ever
21 provided deposition, hearing or trial
22 testimony before?

23 A. No.

24 Q. Have you ever been deposed

1 A. Yes.

2 Q. And it has a due date of
3 December 2, 2020?

4 A. Yes. I don't know what
5 that was for.

6 Q. Okay.

7 A. I can't recall why --

8 Q. Let's try a different
9 question. What is the relationship
10 between Call Centrix, LLC and Call
11 Centrix, Inc.?

12 A. Call Centrix, Inc. is the
13 company in the Philippines.

14 Q. Call Centrix, Inc. is the
15 company in the Philippines?

16 A. Yeah, that runs -- it's
17 the floor in the Philippines that I
18 use. It is our business in the
19 Philippines that we use for lead
20 generation, to send the calls.

21 I honestly don't know what
22 this is. I would have to look. I
23 would have to ask about it, because I
24 really don't know.

1 A. Inc.

2 Q. -- there is no common
3 ownership or financial relationship
4 other than a contract?

5 A. Well, I -- you know, I pay
6 them for their services, so I pay them
7 for -- you know, but, their warm
8 transfers.

9 Q. Is there any other
10 relationship between Call Centrix, LLC
11 and Call Centrix, Inc.?

12 A. No.

13 Q. Do you have any ownership
14 interest in Call Centrix, Inc.?

15 A. Call Centrix, LLC, not
16 Call Centrix, Inc., they own it.

17 Q. Do you have any ownership
18 interest in Call Centrix, Inc.?

19 A. No.

20 Q. Are there any owners that
21 overlap between Call Centrix, Inc. and
22 Call Centrix, LLC?

23 A. No.

24 Q. Does Call Centrix, Inc.

1 have any operations in the United
2 States?

3 A. No.

4 Q. Do you have -- is there a
5 written contract between Call Centrix,
6 LLC and Call Centrix, Inc.?

7 A. No.

8 Q. Is there any other form of
9 written agreement between Call Centrix,
10 Inc. and Call Centrix, LLC?

11 A. No. No.

12 Q. And you said that Call
13 Centrix, Inc. was hired to place the
14 telephone calls that were relevant to
15 the Torchlight contract?

16 A. They managed the data and
17 the leads, so, yes.

18 I just remembered, if I
19 can go back one second, I remember the
20 name of the vendor is Godspeed. Sorry
21 about that.

22 Q. And that is the other
23 vendor that provided data to Call
24 Centrix for --

1 Q. Right, but in terms of the
2 documents that Call Centrix produced in
3 this case, are you able to tell us how
4 to determine which calls were made by
5 Call Centrix and transferred to
6 Torchlight?

7 A. I would have to look to
8 tell you exactly, but I don't -- I
9 don't happen to have that information.

10 Q. Is it fair to say that
11 Call Centrix promotes itself as
12 experienced in providing compliant lead
13 generation services?

14 A. Yes.

15 Q. And when Call Centrix buys
16 consumer leads, does it pay the same
17 price for every lead?

18 A. No.

19 Q. Some leads are more
20 valuable than others, right?

21 A. I pretty much pay for the
22 data. It was pretty much the same
23 amount of money. You know, everything
24 was -- you know, I didn't pay, like, a

1 "subvendor."

2 BY MR. ROSENTHAL:

3 Q. All right. Fair enough.

4 I'll rephrase it. All of the calls
5 that were transferred to Torchlight
6 were made by a vendor of Call Centrix,
7 LLC?

8 A. Correct.

9 Q. What did you do to prepare
10 for your testimony as a corporate
11 representative?

12 A. Prayed.

13 MS. MESSNER: Carol, you
14 can answer that question, but
15 any communications between us
16 you should not reveal to Paul.

17 THE WITNESS: Okay.

18 BY MR. ROSENTHAL:

19 Q. So other than pray, did
20 you meet with Ms. Messner?

21 A. We had a conversation
22 yesterday, but that -- you know, I
23 mean, honestly, there was not much for
24 me to prepare. Everything that I know,

1 warm transfer leads did Call Centrix
2 have during the period November 2020 to
3 November 2021?

4 A. I don't recall exactly if
5 Will was with us at that time, but I
6 know three, definitely.

7 Q. And I think you said this,
8 but just to confirm, do all Call
9 Centrix's customers for consumer leads
10 require Call Centrix to collect prior
11 express written consent for consumer
12 leads?

13 A. Yes.

14 Q. So Call Centrix would
15 expect that any customer purchasing
16 transfers based on outbound calls to
17 consumers would expect all calls to be
18 supported by valid prior written
19 consent, fair?

20 A. Yes.

21 Q. And are you the person at
22 Call Centrix responsible for
23 coordinating with vendors on the supply
24 of warm transfer calls?

1 A. Yes.

2 Q. Does Call Centrix have
3 written contracts with any of its
4 vendors?

5 A. Vendors who I purchased
6 data from?

7 Q. Well, let's start with
8 call centers. Does Call Centrix have
9 contracts with any of its call center
10 vendors?

11 A. No.

12 Q. Does Call Centrix have
13 contracts with any of its lead data
14 vendors?

15 A. No.

16 Q. During the period November
17 2020 to November 2021, were CCI and
18 Wolf BPO the only two call centers that
19 Call Centrix was working with?

20 A. Yes. To my knowledge,
21 yes.

22 Q. And when you say, to your
23 knowledge, is there anyone else that
24 Call Centrix might have been working

1 MS. MESSNER: Sure.

2 - - -

3 (At this time a short
4 break was taken.)

5 - - -

6 BY MR. ROSENTHAL:

7 Q. Ms. Stitz, I'm going to
8 put in the chat a document that we'll
9 mark as Exhibit-6.

10 - - -

11 (At this time a document
12 was marked for identification as
13 Exhibit No. 6.)

14 - - -

15 BY MR. ROSENTHAL:

16 Q. This is an insertion order
17 produced as TTG 000001, and terms and
18 conditions produced as TTG 000021
19 through 30.

20 Can we agree that the
21 document marked as Exhibit-6 is an
22 accurate copy of the insertion order
23 and supporting terms and conditions
24 entered into between Call Centrix and

1 Torchlight?

2 A. Yes.

3 Q. Are you aware of any
4 signed, written amendments to the
5 agreement?

6 A. No.

7 Q. Are you aware of -- I'm
8 sorry.

9 A. Not that I'm aware of.

10 Q. Are you aware of any
11 written modifications of the agreement?

12 A. Not that I'm aware of.

13 Q. So can we agree that this
14 is the agreement that controls the
15 relationship between Call Centrix and
16 Torchlight?

17 A. Yes.

18 Q. And during today's
19 deposition we may refer to Exhibit-6 as
20 "the agreement" or "the parties'
21 agreement," is that okay with you?

22 A. Yes.

23 Q. Page one of Exhibit-6 is
24 titled "Torchlight Technology Insertion

1 who these people were, but okay.

2 Q. Why did you think that
3 Call Centrix was a good vendor for
4 Torchlight?

5 A. Because I felt that we
6 would be able to provide them with
7 really good leads.

8 Q. And how do you define
9 "really good leads"?

10 A. Well, I felt like I was
11 doing everything I needed to, you know,
12 give them what they needed as far as,
13 you know, being TCPA compliant, having
14 them run through Blacklist Alliance and
15 -- you know, and I knew I had my -- my
16 reps worked on another program that I
17 knew they did well in, so.

18 Q. Let's break that down a
19 little bit. Can you explain what
20 Blacklist Alliance is?

21 A. Blacklist Alliance is a
22 company that I used to scrub the data
23 through for federal DNC and litigators
24 list, and DNC calls, so we wouldn't

1 bother people that don't want us to
2 call them.

3 Q. And did you represent to
4 Torchlight that all of Call Centrix's
5 data was being scrubbed by Blacklist
6 Alliance?

7 A. Yes.

8 Q. And you represented to
9 Torchlight that all of the data that
10 Call Centrix was providing was TCPA
11 compliant, correct?

12 A. Yes.

13 Q. Did you represent to
14 Torchlight that all of Call Centrix's
15 transfers came with consent validated
16 by TrustedForm certificates?

17 A. I don't think so. I'm not
18 -- you know, I'm not sure if I ever
19 told them that it was TrustedForm at
20 all. All I know is that I -- the data
21 that I was buying was either certified
22 for with opt-in, TrustedForm or
23 Jornaya.

24 Q. So would it be fair to say

1 that you represented to Torchlight that
2 all of Call Centrix's transfers came
3 with consent validated by either
4 TrustedForm or Jornaya?

5 A. Yes.

6 Q. On the November 6 e-mail,
7 your e-mail address is listed as
8 StitzC@aol.com; is that correct?

9 A. Yes.

10 Q. And is that the e-mail
11 address that you use for work related
12 to Call Centrix?

13 A. Yes.

14 Q. Do you use that same
15 e-mail address for work on behalf of
16 any other companies?

17 A. It is just my e-mail
18 address I use for everything.

19 Q. So that is your sole
20 e-mail address for all of your business
21 and personal purposes?

22 A. Basically, yeah. Yes.

23 Q. Does Call Centrix have any
24 evidence that the data used for calls

1 transferred to Torchlight were
2 prescreened by Blacklist Alliance?

3 A. Every -- yes.

4 Q. So is it your position
5 that plaintiff George Moore's telephone
6 number was prescreened by Blacklist
7 Alliance?

8 A. We didn't -- Call Centrix
9 did not make the call, so we did not
10 have George Moore's information in any
11 of our files or data.

12 Q. Okay. The call to George
13 Moore was made by Wolf BPO, correct?

14 A. Correct.

15 Q. And Call Centrix has
16 previously represented that all of the
17 calls that were transferred to
18 Torchlight were made by Wolf BPO; is
19 that not accurate?

20 A. I'm sorry, rephrase that
21 again.

22 Q. The calls that were
23 transferred -- the calls that were
24 transferred to Torchlight that came

1 from Wolf BPO included plaintiff George
2 Moore, correct?

3 A. Yes, Wolf BPO.

4 Q. But that was not all of
5 the transfers that went to Torchlight?

6 A. Call Centrix made the
7 calls to Torchlight.

8 Q. And by Call Centrix there,
9 you mean Call Centrix, Inc.?

10 A. Inc. Call Centrix, Inc.
11 made calls.

12 Q. Were any of the calls that
13 were made by Wolf BPO scrubbed and
14 prescreened by Blacklist Alliance?

15 A. Yes, to my knowledge.
16 Yes, I think.

17 Q. Okay. Was it your --
18 let's try it this way: Was it your
19 understanding that the calls that were
20 made by Wolf BPO were supposed to be
21 scrubbed by Blacklist Alliance?

22 A. Yes. Yes.

23 Q. Do you have any evidence
24 that Wolf BPO actually scrubbed the

1 calls and data through Blacklist

2 Alliance before they placed any calls?

3 A. No.

4 Q. Same questions for Call

5 Centrix, Inc. Was it your

6 understanding that Call Centrix, Inc.

7 was supposed to be scrubbing all of

8 their calls through Blacklist Alliance

9 before they called any consumers?

10 A. Yes.

11 Q. I'm sorry, was that a yes?

12 A. Yes. Yes.

13 Q. And does Call Centrix, LLC

14 have any evidence that Call Centrix,

15 Inc. actually scrubbed its data through

16 Blacklist Alliance before it placed any

17 calls?

18 A. Yes.

19 Q. Okay. Does Call Centrix,

20 LLC have any evidence that any of the

21 calls that were transferred to

22 Torchlight were actually scrubbed

23 through Blacklist Alliance?

24 A. Yes.

1 MS. MESSNER: If that is
2 information that you believe
3 that we can obtain, we do have
4 an obligation to gather that and
5 provide it in connection.

6 THE WITNESS: Okay.

7 BY MR. ROSENTHAL:

8 Q. Can we all agree that
9 there is no current evidence that Call
10 Centrix can point to today showing that
11 any of the calls made by Call Centrix,
12 Inc. were scrubbed through Blacklist
13 Alliance?

14 A. Yes.

15 Q. Okay. And it was your
16 understanding that the calls that were
17 made by Wolf BPO would be supported by
18 either TrustedForm or Jornaya
19 validation, fair?

20 A. Yup.

21 Q. But Call Centrix does not
22 have any evidence that the calls made
23 by Wolf BPO are actually supported by
24 TrustedForm or Jornaya validation,

1 fair?

2 A. Fair. Yes.

3 Q. And for Call Centrix,
4 Inc., Call Centrix, LLC understood that
5 Call Centrix, Inc. was only making
6 calls to consumers that were supported
7 by valid TrustedForm and Jornaya leads,
8 correct?

9 A. Correct.

10 Q. But Call Centrix, LLC does
11 not have any evidence that Call
12 Centrix, Inc. only called consumers
13 supported by valid TrustedForm or
14 Jornaya validation, fair?

15 A. Yes.

16 Q. As part of the onboarding
17 at Torchlight, Call Centrix was
18 required to provide information
19 concerning its procedures for
20 compliance approval, right?

21 A. I'm not aware of that.

22 Q. Was it your --

23 A. I should say I don't
24 recall it.

1 Q. Okay. Let's try this:

2 Was it your understanding that
3 Torchlight was approving Call Centrix
4 and its lead sources based on the
5 representation that all leads were
6 supported by TrustedForm or Jornaya
7 validation?

8 A. I'm really not -- I would
9 say yes.

10 Q. Can we agree that the
11 representations and warranties by Call
12 Centrix in the agreement are set forth
13 in Exhibit-6 and speak for themselves?

14 A. Yes.

15 Q. And Call Centrix
16 understood its obligations, and
17 promised to abide by the
18 representations in the agreement,
19 correct?

20 A. Yes.

21 Q. When you executed the
22 agreement, you knew that Call Centrix
23 was committing to obtain insurance that
24 identified Torchlight as a covered

1 their insurance policies?

2 A. No.

3 Q. And that makes sense,
4 since Torchlight was not an exclusive
5 customer of Call Centrix, right?

6 A. Correct.

7 Q. And no Call Centrix vendor
8 was running an exclusive campaign for
9 Torchlight, was it?

10 A. No.

11 Q. Did Call Centrix take any
12 steps to try and obtain insurance for
13 the work that it did for Torchlight?

14 A. No, you know, I never felt
15 that -- you know, we were never -- we
16 never had any issues, so I never -- I
17 just, no.

18 Q. Call Centrix started
19 transferring calls to Torchlight as of
20 November 13, 2020, correct?

21 A. I'm not sure of the date,
22 honestly.

23 Q. If that is what the data
24 shows, it would have been approximately

1 that fair?

2 A. Yes.

3 Q. You didn't have the
4 ability to search or manipulate data in
5 Torchlight's system, did you?

6 A. No, but let me back up a
7 minute. We were not able to see if --
8 any dispositions on the calls, so we
9 were not able to see whether or not the
10 calls were -- we could just see if the
11 calls were accepted, and for the time
12 frame.

13 Q. And was that for you to
14 determine whether something was deemed
15 a valid lead, Capital Lead, capital L,
16 under the agreement with Torchlight?

17 A. Yes.

18 Q. And so in order to
19 determine a valid lead, you needed to
20 know whether it was accepted and met
21 the time restrictions; is that fair?

22 A. Correct.

23 Q. And we can also agree that
24 a valid lead was required to be

1 compliant with the TCPA and other state
2 and federal regulations, correct?

3 A. Yes.

4 Q. In November of 2021,
5 Mr. Mereghetti, who you mentioned,
6 testified that Call Centrix had not
7 been providing leads to Torchlight for
8 a month or so. Does that sound
9 accurate to you?

10 A. I'm sorry, can you tell me
11 that date again?

12 Q. Sure. That was in
13 November of 2021.

14 A. Yes, I think we stopped
15 with them.

16 Q. Do you recall the last
17 date that Call Centrix transferred any
18 calls to Torchlight under the
19 agreement?

20 A. I'm going to say November
21 15th, maybe -- November 17th. One of
22 those days.

23 Q. So in November of 2021 Mr.
24 Mergetti's recollection was that it had

1 been a month or so since the last
2 transfer had been provided. You
3 believe it was a little bit later?

4 A. Maybe it was October 15th
5 -- no, because October 15th would have
6 been open enrollment. I'm not -- I
7 don't know exactly. I thought it was
8 -- I thought it was November.

9 Q. Did you review any
10 documents in preparation for today's
11 deposition to figure out when the
12 relationship with Torchlight started
13 and ended?

14 A. No, I didn't, but I'm
15 almost positive it was November.

16 Q. Okay.

17 A. November 15th or 17th, I
18 think it is.

19 Q. Call Centrix understood
20 that it was responsible for the conduct
21 of its vendors that it used to perform
22 the work under the agreement, correct?

23 A. Absolutely.

24 Q. Did Call Centrix have any

1 written policies relevant to its
2 handling of consumer complaints?

3 A. I'm not -- I don't know.
4 I'm not -- I don't recall that.

5 Q. You don't recall having
6 any policies?

7 A. I don't recall if I have
8 it or not.

9 Q. Did Call Centrix have any
10 written policies relevant to the
11 selection and monitoring of its calling
12 vendors?

13 A. I don't think so. No.

14 Q. Did Call Centrix have any
15 written policies relevant to the
16 selection and monitoring of its lead
17 vendors?

18 A. No.

19 Q. If Call Centrix tried to
20 transfer a call to Torchlight and the
21 transfer failed, would Call Centrix
22 have attempted to transfer that call to
23 another customer?

24 A. It would depend on what it

1 failed for. Do you mean -- ask that
2 question again.

3 Q. Sure. Call Centrix, LLC
4 had multiple customers to which it was
5 selling leads, so if they couldn't get
6 through to an agent at Torchlight --

7 A. Yes.

8 Q. -- would they have then
9 attempted to transfer it to a different
10 customer?

11 A. Yes. Only if it was not
12 accepted.

13 Q. Call Centrix understood
14 that Torchlight was relying on it to
15 ensure that all calls were legally
16 compliant, right?

17 A. Correct.

18 Q. Does Call Centrix have a
19 chief compliance officer?

20 A. No.

21 Q. And are you the person at
22 Call Centrix responsible for compliance
23 practices?

24 A. Yes.

1 Q. Does Call Centrix have any
2 sort of internal compliance team?

3 A. QA, not compliance.

4 Q. And does QA stand for
5 quality assurance?

6 A. Yes.

7 Q. Who is the head of the
8 quality assurance team?

9 A. Cheryl Vidal.

10 Q. So --

11 A. She is in -- I'm sorry.
12 She is at Call Centrix, Inc.

13 Q. Does Call Centrix, LLC
14 have an --

15 A. No.

16 Q. -- internal compliance
17 team?

18 A. No.

19 Q. Does Call Centrix, LLC
20 have an internal quality assurance
21 team?

22 A. No.

23 Q. So Call Centrix, Inc. has
24 a quality assurance team?

1 identifies the date of the call as
2 March 22, 2001. Do you see that?

3 A. Oh, yeah.

4 Q. Is that a typo for March
5 22, 2021?

6 A. I'm pretty sure that is,
7 yes.

8 Q. Okay. We can agree that
9 Call Centrix hired Wolf BPO to make the
10 March 22, 2021 call to Mr. Moore that
11 serves as the basis for this case?

12 A. Yes, sir.

13 Q. Does Call Centrix have any
14 documents supporting the contention
15 that it instructed Wolf BPO to only
16 call persons providing consent verified
17 by Jornaya or TrustedForm Data?

18 A. I don't think we have
19 anything written, no.

20 Q. And for CCI, does Call
21 Centrix, LLC have any documents
22 supporting its contention that it
23 instructed Call Centrix, Inc. to only
24 call persons providing consent verified

1 by Jornaya or TrustedForm?

2 THE WITNESS: They may
3 have. I'm not sure.

4 BY MR. ROSENTHAL:

5 Q. Call Centrix, Inc. may
6 have, but Call Centrix, LLC --

7 A. LLC does not.

8 Q. What type of monitoring
9 and control did Call Centrix, LLC have
10 over Wolf BPO?

11 A. None.

12 Q. What type of monitoring
13 and control did Call Centrix have over
14 Call Centrix, Inc.?

15 A. Call Centrix was able to
16 monitor their calls. They were able to
17 listen to their calls.

18 Q. Call Centrix, LLC could
19 listen to Call Centrix, Inc.'s calls?

20 A. No, I'm sorry. I'm sorry.
21 Let's back up.

22 Q. What type of monitoring
23 and control did Call Centrix, LLC have
24 over Wolf BPO?

1 A. None.

2 Q. Okay. Does Call Centrix
3 have any ownership interest in Wolf
4 BPO?

5 A. No.

6 Q. Do you personally have any
7 ownership interest in Wolf BPO?

8 A. No.

9 Q. Does Wolf BPO have any
10 overlapping owners or investors with
11 Call Centrix, LLC?

12 A. No.

13 Q. Do you know who owns Wolf
14 BPO?

15 A. I was under the assumption
16 it was Sam. I really don't even know.
17 That is the only -- Osama, that is all
18 I know. Sam or Osama.

19 Q. Do you know a last name
20 for the owner of Wolf BPO?

21 A. I do, but I don't have it
22 offhand, no.

23 Q. Okay. Did Call Centrix
24 complete any audit or review of Wolf

1 BPO's operations?

2 A. Call Centrix, LLC did not.

3 Q. Did Call Centrix, LLC
4 complete any audit or review of Call
5 Centrix, Inc.'s operations?

6 A. No, it did not.

7 Q. Did you talk with anyone
8 from Wolf BPO in preparation for your
9 deposition?

10 A. No.

11 Q. Did you talk with anyone
12 from Call Centrix, Inc. in preparation
13 for your deposition?

14 A. No.

15 Q. Does Call Centrix, LLC
16 still do business with Wolf BPO?

17 A. No.

18 Q. Do you know if Wolf BPO is
19 still in business?

20 A. I don't -- I have no idea.
21 I don't have communication with them.

22 Q. Do you know if Wolf BPO
23 has any operations in the United
24 States?

1 vendors, we can agree that those calls
2 would not have been relevant to
3 Torchlight, right?

4 MS. MESSNER: Objection to
5 form.

6 BY MR. ROSENTHAL:

7 Q. You can answer.

8 A. They were not relevant to
9 Torchlight, yeah, because there was no
10 other call.

11 Q. Okay. Does Call Centrix,
12 LLC have copies of any relevant
13 policies or procedures for Wolf BPO?

14 A. No.

15 Q. Does Call Centrix, LLC
16 have any information about the
17 compliance procedures for Wolf BPO?

18 A. No.

19 Q. Does Call Centrix, LLC
20 have copies of any relevant policies or
21 procedures for Call Centrix, Inc.?

22 A. No.

23 Q. Does Call Centrix, LLC
24 have any information about the

1 compliance procedures for Call Centrix,
2 Inc.?

3 A. No.

4 Q. I want to confirm some
5 specifics about some of Call Centrix's
6 records. Okay?

7 A. Yup.

8 Q. Call Centrix does not have
9 screenshots of any disclosure or
10 consent language for Mr. Moore,
11 correct?

12 A. I don't understand that.

13 Q. Sure. That is fair. Call
14 Centrix does not have any screenshots
15 or disclosure of consent language for
16 placing telemarketing calls to Mr.
17 Moore, correct?

18 A. Only what was provided
19 from Wolf BPO. Am I answering the
20 question correctly? Is that what you
21 are asking?

22 Q. That is fine. The
23 information that was provided from Wolf
24 BPO, is it your understanding that that

1 about him.

2 Q. Did Call Centrix, LLC do
3 any due diligence to validate the lead
4 sources used by Wolf BPO?

5 A. No.

6 Q. Do you recall anything
7 else from the telephone call with Sam
8 of Wolf BPO concerning the Moore lead?

9 A. In regards to what?

10 Q. In regards to anything.
11 In regards to the consent record that
12 he was providing you.

13 A. No. I was happy that he
14 -- you know, I was able to get
15 everything that -- you know, I was able
16 to present everything, so there was
17 really not, you know, no conversation
18 about it. I was just glad that, you
19 know, we were able to get it.

20 Q. I'm going to show you a
21 document that we'll mark as Exhibit-10.

22 - - -

23 (At this time a document
24 was marked for identification as

1 Exhibit No. 10.)

2 - - -

3 BY MR. ROSENTHAL:

4 Q. This is an August 3, 2021
5 e-mail and attachment that was produced
6 as TTG 000066 through 67.

7 A. Uh-huh. Yup.

8 Q. And we agree this is an
9 August 3rd e-mail from you at Call
10 Centrix to Torchlight, correct?

11 A. Yes.

12 Q. And this e-mail provided a
13 letter purporting to be consent for
14 telemarketing calls to plaintiff George
15 Moore, correct?

16 A. Yes.

17 Q. And what was the source of
18 this letter?

19 A. I got this from Sam,
20 Osama, from Wolf BPO.

21 Q. And was that on the same
22 initial telephone call when he provided
23 the spreadsheet?

24 A. I'm not sure.

1 Q. Other than receiving this
2 from Wolf BPO, did Call Centrix, LLP do
3 any other investigation concerning the
4 letter from Find Quality Insurance?

5 A. No.

6 Q. Did you talk with anyone
7 at Find Quality Insurance about this
8 letter before you sent it to
9 Torchlight?

10 A. No.

11 Q. Have you ever talked with
12 anyone at Find Quality Insurance about
13 the consent record for Mr. Moore?

14 A. I don't think so, no.

15 Q. Does Call Centrix still
16 maintain that this letter reflects an
17 actual web form submission by Mr.
18 Moore?

19 A. To my knowledge, it was at
20 the time, but knowing what I know now,
21 of course, it is not, but, yes, I did
22 at the time think that it was legit.

23 Q. Sitting here today, you
24 don't actually believe that that is a

1 letter from Find Quality Insurance,
2 correct?

3 A. Well, I was told that it
4 was not, yes.

5 Q. And you understand that
6 plaintiff denies having ever visited
7 the website FindQualityInsurance.com,
8 right?

9 A. That is what I was told.

10 Q. And Call Centrix will
11 agree that the owners of Find Quality
12 Insurance denied having produced the
13 lead that included Mr. Moore's
14 telephone number?

15 A. That is what they said,
16 correct.

17 Q. And the record of consent
18 that Call Centrix, LLC produced in the
19 case turned out to be fraudulent,
20 agreed?

21 A. That is what I was told.

22 Q. What is Call Centrix's
23 current understanding of why Mr. Moore
24 received a telemarketing call from Call

1 Centrix vendor Wolf BPO?

2 A. You mean how did they get
3 the call -- how did we get the call?

4 Q. If it wasn't in response
5 -- if it wasn't in response to a lead
6 on Find Quality Insurance, why did Wolf
7 BPO call Mr. Moore?

8 A. I have no idea. I mean,
9 the only -- yeah, I mean, I only know
10 what I was told from them, is that they
11 had an agent that went off and just
12 dialed numbers manually from a list
13 that he had. That is what I was told,
14 and then we --

15 Q. Okay. So let's break that
16 down a little bit. So after Find
17 Quality Insurance denied the consent
18 record, and plaintiff denied the
19 accuracy of the consent record, did you
20 speak with Wolf BPO about the consent
21 record?

22 A. Of course.

23 Q. And when was that
24 conversation?

1 A. I think it was when he --
2 I'm not really sure. I don't know the
3 date of when it happened, like what
4 time frame it was. I'm really not --
5 I'm not sure when we found out that it
6 was fraudulent and when I actually
7 spoke to them about it. I'm not sure
8 of the date.

9 Q. Was it an oral
10 conversation or e-mail?

11 A. No, I called him.

12 Q. Was it all -- have you had
13 more than one call with Wolf BPO since
14 the lead information was established to
15 be fraud?

16 A. I'm sure another
17 conversation when we decided that --
18 you know, when I told him that we were
19 not working together. Sure.

20 Q. Okay. So let's start with
21 that first one. Did Wolf BPO stand by
22 the validity of the letter and the
23 consent record?

24 A. Yes.

1 Q. And so does Wolf BPO
2 continue to stand by the accuracy of
3 the consent record?

4 A. Yes.

5 Q. And so -- but you don't
6 believe Wolf BPO that the record is
7 accurate, do you?

8 A. No, not if what everybody
9 has told me that it's not.

10 Q. Okay. And just to be
11 clear, Call Centrix's position today is
12 that the letter in Exhibit-10 and any
13 of the data for plaintiff George Moore
14 that was provided by Wolf BPO is not
15 accurate, correct?

16 A. Correct.

17 Q. Okay. And that
18 information, the spreadsheet of data
19 and the letter from Wolf BPO, is the
20 complete universe of consent records
21 that Call Centrix, LLC has been able to
22 collect for plaintiff George Moore,
23 correct?

24 A. Correct.

1 Q. So putting aside those
2 consent records that we agree are not
3 valid, does Call Centrix have any other
4 consent information for plaintiff
5 George Moore?

6 A. No.

7 Q. Okay. Are you okay? Do
8 you need a minute?

9 A. No, I'm okay. Just my
10 eyes are bothering me. Thank you.

11 Q. And so it is fair to say
12 that Call Centrix does not have
13 screenshots of any disclosure or
14 consent language that was agreed to by
15 Mr. Moore, correct?

16 A. Everything that I had was
17 presented, so.

18 Q. And so -- and there is no
19 valid consent disclosure or screenshot
20 related to Mr. Moore's lead, correct?

21 A. No.

22 Q. And it is your
23 understanding and expectation that all
24 of the leads sourced through Wolf BPO

1 sure. I'm not sure. I think we do,
2 but I'm not sure.

3 Q. But can you point me to
4 any documents in the record that show
5 valid consent for plaintiff George
6 Moore or members of the punitive class?

7 A. No, I cannot. No, I
8 cannot.

9 Q. Does Call Centrix, LLC
10 agree that Mr. Moore alleges to have
11 received telemarketing calls in
12 violation of the TCPA?

13 A. Yes.

14 Q. And Torchlight is accused
15 of being liable for calls made by Call
16 Centrix, LLC or its vendors, right?

17 A. Yup. Yes.

18 Q. And does Call Centrix, LLC
19 agree that plaintiff Moore's claims
20 against Torchlight arise out of alleged
21 breaches of the agreement between
22 Torchlight and Call Centrix?

23 A. Yes.

24 Q. Would you agree that if

1 agree with that.

2 Q. Okay. Affirmative defense
3 number nine states that Torchlight's
4 cross-claims are barred, in whole or in
5 part, because Torchlight failed to
6 perform its duties under the agreement,
7 including, but not limited to,
8 remitting payment to Call Centrix as
9 required by the agreement.

10 Did I read that correctly?

11 A. Yes.

12 Q. How much does Call Centrix
13 allege that Torchlight failed to pay?

14 A. Close to \$80,000.

15 Q. And what does Call Centrix
16 allege that covers?

17 A. The last month or so that
18 we sent transfers to Torchlight.

19 Q. Is that just the last
20 invoice of transfers?

21 A. Yes. I don't recall if
22 there is any other invoices that are
23 outstanding at this point, but that is
24 the big one.

1 Q. And is it your
2 understanding that Torchlight withheld
3 that information because it alleged
4 that Call Centrix had breached the
5 agreement?

6 A. That is what I was told,
7 yes.

8 Q. Do you agree that Call
9 Centrix breached the agreement with
10 Torchlight?

11 A. I don't feel that Call
12 Centrix did. I feel that, you know, we
13 didn't do the call, but I -- you know,
14 I will say that somebody that we hired
15 to do it did.

16 Q. And Call Centrix, LLC was
17 responsible for the work of its vendors
18 in connection with the agreement,
19 correct?

20 A. Yes.

21 Q. And so Call Centrix, LLC
22 made efforts to try and comply, but did
23 breach the agreement with Torchlight,
24 fair?

1 A. Yes.

2 Q. Are there any other facts
3 or evidence that Call Centrix relies on
4 to say that Torchlight failed to
5 perform its duties under the agreement?

6 A. Not that I can recall at
7 this time.

8 Q. So other than failing to
9 pay the final invoice, Call Centrix
10 agrees that Torchlight otherwise met
11 its obligation under the agreement?

12 A. Like I said, I would have
13 to think about it, like, what -- but as
14 much as I can say, yes.

15 Q. Sitting here today, it is
16 just payment of the final invoice is
17 the only facts or evidence that Call
18 Centrix is pointing to for affirmative
19 defense number nine?

20 A. Apparently, yes.

21 Q. And over the life of the
22 agreement, Torchlight did pay Call
23 Centrix hundreds of thousands of
24 dollars, correct?

1 A. Correct.

2 Q. Do you know what the total
3 amount was?

4 A. I think it was
5 approximately 900,000.

6 Q. Affirmative defense number
7 11 says that at all times relevant
8 hereto, Call Centrix implemented
9 policies and procedures in a good-faith
10 effort to comply with the law. Did I
11 read that right?

12 A. Yes.

13 Q. Can you explain the facts
14 and evidence that support Call
15 Centrix's affirmative defense?

16 A. Can you clarify what you
17 mean?

18 Q. Yeah. Call Centrix, LLC
19 has said that it implemented policies
20 and procedures to comply with the law,
21 and I was hoping you could explain the
22 facts and evidence that support Call
23 Centrix, LLC's efforts to comply with
24 the law.

1 A. Right.

2 Q. -- and the agreement
3 between Torchlight and Call Centrix,
4 right?

5 A. Right.

6 Q. And if Torchlight had not
7 contracted with Call Centrix, LLC, then
8 Call Centrix would not have transferred
9 the March 22, 2021 call to Torchlight,
10 fair?

11 A. Yes.

12 Q. So, given that, can you
13 explain what facts and evidence Call
14 Centrix relies on to argue that
15 Torchlight's damages are not caused by
16 its agreement with Call Centrix?

17 A. Not at this time, I can't
18 think of -- you know, only that, you
19 know, we tried to, you know, send them
20 the best calls and the cleanest calls
21 we could. That is all. We had, you
22 know, never in a million years we'd
23 think that anything different was
24 coming over.

1 Q. And Call Centrix, LLC
2 relied on its vendors to assure
3 compliance of the calls that were being
4 transferred, correct?

5 A. Yes.

6 Q. Can we agree that if Call
7 Centrix had gone to Torchlight and said
8 that it was not going to be able to
9 provide any records of consent, that
10 Torchlight would not have contracted
11 with Call Centrix?

12 A. Honestly, I don't know.
13 You know, I don't know exactly what
14 they would say. I mean, they had to
15 sign the contract, so I'm sure that is
16 what it was, but we never discussed it
17 outside of the contract.

18 Q. And it was never even open
19 for discussion as to whether the leads
20 that Call Centrix was supplying would
21 be supported by consent, fair?

22 A. Right.

23 Q. Right. It was always
24 understood and expected by both Call

1 Centrix, LLC and Torchlight that all of
2 the calls were going to be supported by
3 prior express written consent, right?

4 A. Yes. Just like when I
5 purchased the data, I would feel the
6 same way, that everything was -- had
7 consent.

8 Q. What methods did Call
9 Centrix, LLC have to ensure that its
10 vendors preserved records of calls that
11 were made?

12 A. I think we have -- how do
13 I know that they are doing it? Could
14 you say that again?

15 Q. Did Call Centrix, LLC do
16 anything itself to ensure that vendors
17 were preserving records of calls that
18 were made?

19 A. No.

20 Q. Did Call Centrix, LLC do
21 anything itself to ensure that its
22 vendors were preserving written consent
23 when it executed its agreement with
24 Torchlight?

1 A. No.

2 Q. Did Call Centrix, LLC take
3 any steps to evaluate Wolf BPO's
4 practices or procedures concerning
5 recordkeeping?

6 A. No.

7 Q. Did Call Centrix, LLC take
8 any steps to evaluate Call Centrix,
9 Inc.'s practices or procedures
10 concerning recordkeeping?

11 A. No.

12 Q. Can we agree that between
13 Torchlight and Call Centrix, LLC, Call
14 Centrix agreed to be responsible for
15 the conduct of any vendors that Call
16 Centrix relied upon?

17 A. Yes.

18 Q. And you understood that
19 the agreement required Call Centrix to
20 monitor and oversee the actions of its
21 vendors, correct?

22 A. Correct.

23 Q. And you represented to
24 Torchlight that any vendors would be

1 monitored and controlled by Call

2 Centrix, correct?

3 A. Yes.

4 Q. And you understood that

5 Torchlight was relying on Call Centrix

6 to monitor its vendors, fair?

7 A. Yes.

8 Q. Torchlight reasonably

9 expected that Call Centrix's vendors

10 would comply with the law, fair?

11 A. Yes. As did I.

12 Q. And under the agreement,

13 Call Centrix committed to ensuring any

14 subvendors met all the requirements of

15 the agreement, correct?

16 A. Yes.

17 Q. If plaintiff was able to

18 show that Wolf BPO violated the TCPA

19 for calls transferred to Torchlight,

20 does Call Centrix agree that Call

21 Centrix must indemnify Torchlight for

22 losses based on those violations?

23 A. I'm not sure, honestly.

24 Q. Why not?

1 A. I just am not sure. I
2 don't know.

3 Q. Well, you understand that
4 under the contract Call Centrix agreed
5 to indemnify Torchlight, correct?

6 A. Correct.

7 Q. And so if plaintiff is
8 right and he got calls in violation of
9 the TCPA, doesn't it follow that Call
10 Centrix, LLC should indemnify
11 Torchlight for any losses or damages
12 from the case?

13 A. No, I don't feel that.

14 Q. All right. Can you cite
15 any facts or evidence that support that
16 conclusion?

17 A. Not at this time I can't,
18 but that is what I feel.

19 Q. And is that feeling based
20 on the fact that you think Call
21 Centrix, LLC also has claims against
22 other parties that may be at fault?

23 A. I'm not sure at this time.

24 Q. Okay. Based on some of

1 transferred to Torchlight?

2 A. That is -- I guess that is
3 Phoenix, whoever gave Sam the
4 information.

5 Q. So it is your
6 understanding that the Phoenixquote.com
7 was Wolf BPO's source for Mr. Moore's
8 telephone number?

9 A. Yes.

10 Q. And you started to say
11 that Wolf BPO had somebody who was just
12 calling from a list, and not actually
13 from a valid consent record; is that
14 right?

15 A. That's what I was told.

16 Q. So is it your
17 understanding -- I guess, do you have
18 an understanding as to whether that
19 list came from the Phoenixquotes.com,
20 or was the Phoenixquotes.com also just
21 a fraudulent representation from Wolf
22 BPO?

23 A. That I have no idea.

24 Q. Is there any other

1 A. Correct.

2 Q. And certainly none of the
3 call logs produced by Call Centrix
4 reflect calls made exclusively for
5 Torchlight, correct?

6 A. Correct.

7 Q. It is a little after
8 12:00. Why don't we go off the record
9 and take another break?

10 - - -

11 (At this time, a
12 discussion was held off the
13 record.)

14 - - -

15 BY MR. ROSENTHAL:

16 Q. Just a few additional
17 questions, Ms. Stitz. Exhibit-12,
18 which is the Xoom receipt, has cash
19 pickups during May to June of 2021. So
20 is it your understanding that that
21 corresponds to the period that Wolf BPO
22 provided call transfers to Call
23 Centrix, LLC?

24 A. Yes.

1 we could do it, as far as I was told.

2 Q. Are you able to tell us
3 how many transfers went from Wolf BPO
4 to Call Centrix, LLC to Torchlight?

5 A. I'm not. I don't have
6 that information handy.

7 Q. Can you point us to any
8 document produced in the case by Call
9 Centrix that would allow us to identify
10 whether any call transferred to
11 Torchlight came from Wolf BPO?

12 A. I don't have that
13 information.

14 Q. Do you have call records
15 from Wolf BPO?

16 A. I do. I don't personally.
17 CCI does. Call Centrix, Inc. would.

18 Q. Call Centrix, LLC does not
19 have call records?

20 A. Correct. Call Centrix,
21 Inc. has the call records. Call
22 Centrix, LLC does not.

23 Q. Other than the information
24 that we've talked about this morning,

1 A. No, that -- Wolf BPO was
2 the one that I asked for, and they said
3 their system crashed.

4 Q. When did you have that
5 conversation?

6 A. When I called him and
7 asked for the call in the very
8 beginning of when -- I asked him for
9 the recording, because it was required
10 that we get the recording and all the
11 information. He said that he was going
12 to get it, and then he said that his
13 system crashed, and then I think they
14 sent me a crash report, and I sent that
15 to Liz.

16 Q. Understood. When you say
17 "Liz," do you mean Liz Downey?

18 A. Torchlight, yes.

19 Q. You testified earlier that
20 an indemnity demand has been made from
21 Torchlight to Call Centrix, correct?

22 A. Correct.

23 Q. Did that indemnity demand
24 include a specific amount of money?

1 A. Not that I'm aware of.

2 Q. And Call Centrix has
3 rejected that indemnity demand from
4 Torchlight, correct?

5 A. Correct.

6 Q. And what was unclear to me
7 is what is Call Centrix's factual
8 basis, if any, for rejecting that
9 indemnity demand?

10 A. It is only one call. It
11 was one call.

12 Q. And was Mr. Moore's number
13 on the National Do Not Call Registry?

14 A. Yes.

15 Q. And is it Call Centrix's
16 position that placing a call to a
17 number on the National Do Not Call
18 Registry is legal?

19 A. No, but Wolf BPO was the
20 caller, not Call Centrix.

21 Q. You mentioned that.

22 A. And it was one call.

23 Q. I'm sorry. Go ahead.

24 A. It was just the one call.

1 Q. And so I'm trying to
2 understand what Call Centrix's position
3 is that there was only one call is
4 relevant to Torchlight's demand.

5 A. I just -- the way I feel
6 about it, it is one call is not -- you
7 know, doesn't deem -- yes.

8 Q. So Call Centrix's position
9 with respect to Torchlight's indemnity
10 demand is based on your feelings, but
11 not any facts?

12 A. Well, the facts are that
13 there was one call only. That, to me,
14 is one call.

15 Q. And you do understand that
16 Call Centrix produced call records,
17 because we were just talking about
18 that, correct, in connection with the
19 case?

20 A. Uh-huh.

21 Q. I'm sorry, was that a yes?

22 A. Yes, it is. I'm sorry.

23 Q. That is okay. It happens
24 all the time in these.

1 Q. So let's put aside this
2 issue of one call or however many calls
3 there actually are in the records.
4 Explain to me, then, the facts or the
5 basis for Call Centrix's rejection of
6 Torchlight's indemnity demand, other
7 than the one call.

8 A. I think -- I feel that,
9 you know, with the one call, and I
10 really don't know -- I'm not sure what
11 you're talking about, that it is based
12 on the four calls or whatever, but I
13 feel that it is Wolf BPO, it is their
14 fault. I feel like they -- you know,
15 they brought us down this rabbit hole,
16 and that is all.

17 Q. Why hasn't your company
18 asserted a claim against Wolf BPO?

19 A. Well, honestly, they are
20 in Pakistan, so what -- how would I do
21 that?

22 Q. So you are saying the only
23 reason that your company has not
24 asserted a claim against Wolf BPO is

CERTIFICATION

I, Kathleen Ruccolo,
Professional Reporter and Notary
Public, do hereby certify that the
foregoing is a true and accurate
transcript of the stenographic
notes taken by me in the
aforementioned matter.

- - -

DATE:

Kathleen Ruccolo

KATHLEEN RUCCOLO

From: Carol Stitz
Sent: Tuesday, August 3, 2021 12:30 PM CDT
To: Elizabeth Downey
Subject: Electronic Signature George Moore
Attachments: Electronic_Signature_consumer_Authorized_8_3_2021.pdf

>
>
> Electronic_Signature_consumer_Authorized_8_3_2021.pdf



Find Quality Insurance, LLC,
201 Milwaukee St #200,
Denver, CO 80206

Aug 3, 2021

To Whom It May Concern:

On 3/2/2021 8:47AM EST a form was filled on <https://findqualityinsurance.com/medicare-insurance/> Click ID 102667cf951af83006bb50725c2457 Token LeadID 4647AA68-E996-4F7A-D993-398EA8F95605

Source of traffic google search. IP Address 173.165.4.171

Email address george_moore698@yahoo.com

George Moore (630)-510-1188), (630)-510-1511)

You further provide your express consent by electronic signature to be contacted by Trusted Consumer and/or its [partner companies](#) and any of their commercial partners regarding Medicare products through the use of: automatic telephone dialing systems, artificial or pre-recorded voice message, by email, SMS text message (standard rates apply) or live agent to the phone number provided. I understand that my telephone company may impose charges for these contacts. . I may be contacted even if I am on a government do-not call list. I understand I can revoke this consent at any time and consent is not required as a condition of purchase. This program is subject to our [Privacy Policy](#) and Terms of Use.

Thank you,

Signature

A handwritten signature in blue ink, appearing to read "Mohsin Ali Kayani".

Name MOHSIN ALI KAYANI
CEO Find Quality Insurance



info@findqualityinsurance.com
<https://findqualityinsurance.com>